sec. 111. From this opinion, Ingraham, J., vigorously dissents, and cites *Fargo* v. *Railroad Co.*, supra, as sustaining his view. Such cases as *Lumley* v. *Wagner*, 1 De Gex, M. and G. 604, and the cases in the Federal Courts referred to in the majority opinion, are exceptions to the general rule that equity cannot enforce performance of contracts involving personal service; and they all appear to be based upon the peculiar nature of the service to be rendered, which was either public or extraordinary in character.

EVIDENCE—ACCOUNT BOOKS—REFRESHING MEMORY.—CLARK v. NATIONAL SHOE AND LEATHER BANK, ETC., 52 N. Y. Supp. 1064. "When a witness has so far forgotten the facts that he cannot recall them, even after looking at a memorandum of them, and he testifies that he once knew them, and made a memorandum of them at the time or soon after they transpired, which he intended to make correctly, and which he believes to be correct, such memorandum, in his own handwriting, may be received as evidence of the facts therein contained, although the witness has no present recollection of them." Rule quoted from *Howard* v. *McDonough*, 77 N. Y. 592, and construed to apply equally reasonably to a witness who testifies to such a memorandum, made by another than himself.

EVIDENCE—LIBEL—VAN INGEN v. MAIL AND EXPRESS PUB. CO., 50 N. E. 979.—In an action for libel, the accusation was based on an article in an evening newspaper charging that "the London head of a large New York firm of cloth jobbers" was engaged in raising a fund in England to be used in bribing voters at an election for President of the United States, the plaintiff, for the purpose of showing that the article was published of and concerning him, offered evidence that similar articles, making the same charge against him by name, and describing him as the London representative, etc., had been published in the three newspapers of large circulation in the same place where defendant's paper was published on the morning of the day when defendant published the article complained of. *Held*, that the evidence was admissible. Bartlett, Haight and Vance dissented on the ground that the evidence was purely hearsay.

INSURANCE—CONSTRUCTION—BERGER v. PACIFIC MUTUAL LIFE INS. CO, 88 Fed. Rep 240.—A clause in an accident insurance policy excepting the insurer from liability "for intentional injuries inflected by the assured or any other person," does not include injuries or death at the hands of an insane person. Insane persons are held incapable of doing "intentional" injuries.

PARTNERSHIP—DISSOLUTION—RENEWAL—COLUMBIA BANK v. BEROLZHEIMER, 53 N. Y. Supp. 417.—A limited co-partnership is solely a creature of Statute. If it once ceases to exist by the expiration of the period named in the agreement and certificate filed in pursuance of the Statute, it cannot thereafter be continued by the subsequent filing of a renewal certificate, and, if the business is continued, the special partner becomes a general partner. In order to renew, action must be taken at or prior to the time fixed for its termination.

PATENTS—SPECIFICATONS—INFRINGEMENT—WELSBACH LIGHT CO. v. SUNLIGHT INCANDESCENT GAS LAMP CO., 87 Fed. Rep. 222.—Plaintiff's patent was for an application of one of a class of materials to a substance long known but never commercially usable until the application was made. *Held*, that a patentee in his specifications is not obliged to state all the known equivalents of the materials used by him. A patent of an invention of pioneer rank should be held to cover a broad range of equivalents.